

Storm Drainage and Flood Control Agreement

Rick Reese and Mark Nielsen
City of Logan Public Works

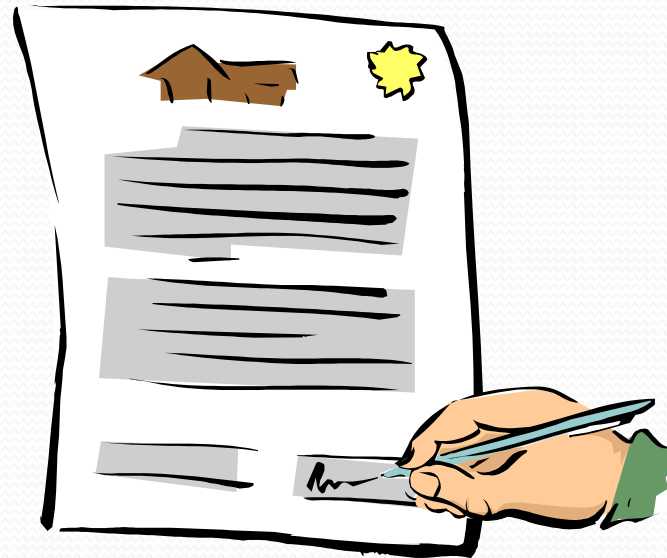
History

- Attempts ended in disagreement
- Biggest issue preventing agreement was liability



Primary Components of Agreement

- Philosophy of how canals deal with stormwater
- Cities installing new inlets into canals
- Pollutants
- Enforcement
- Costs
- Liability
- Cleaning



Philosophy of Stormwater

- Canals cannot carry standard of practice for calculating storm drain runoff
- Through Logan City, the stormwater calculations indicate a flow capacity of 120 cfs and a peak stormwater flow of 330 cfs.
- Only alternative for the City is to provide peak flow reduction into the canal so that post-development flows do not exceed pre-development flows



Installing New Inlets

- Define all existing City inlets into canal
- New or additional inlets or outlets
 - Written Request
 - Drawings
 - Expected Occurrences
 - Maximum Inflow
 - Written disclosure
 - Certification by City



Installing New Inlets

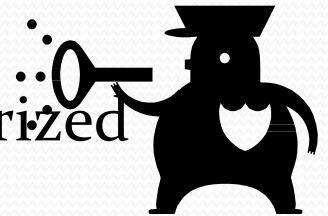
- Objections to the proposed inlet shall be given by written notice within 60 days.
- Canal Company shall refuse approval only if:
 - Inflow into the Canal will exceed historical inflows
 - Inflows are found to be physically harmful to animals, crops, or any other beneficial use
 - Inlet will alter, damage, obstruct, or hinder any of Canal's water deliveries, diversion structures, measuring devices, or regulating headgates

Pollutants

- City shall not knowingly allow any pollutants that will cause a violation of applicable state or federal regulations

Enforcement

- City will use its police, zoning, and permitting powers to ensure no discharges are allowed except pursuant to written authorization
- City will notify Canal upon discovery of an unauthorized discharge
- City will comply with all federal, state, or local environmental laws
- City will take whatever action to abate unauthorized discharges
- City will require Company's consent prior to approval of development



Costs

- Three categories of cost
 - Stormwater Management
 - Distribution of Irrigation Water
 - Other Maintenance Costs



Costs

- Stormwater Management Costs
 - City pays 100% of stormwater management costs
 - Maintenance costs for improvements and structures used exclusively for stormwater
 - Dredging canals
 - Specific improvements agreed to by both Canal and City



Costs

- Irrigation Costs
 - Headgates
 - Trees
 - Maintenance of canal banks
 - Bridges



Costs

- Other Maintenance Costs
 - Moss spraying
 - Weed spraying
 - Cleaning



Cost Reimbursement

- Reimbursement to canal company is based on semi-annual payments
 - Billing to Cities occurs about April 1 and October 1
 - City must pay within 45 days of billing
 - Canal's books are open to review by the City at any time
 - Communication is key to not encountering problems on billings

Liability

- Agreement sets up a Liability Reserve by the City for use under the following circumstances:
 - Covers claims for injury, death, or property damage
 - Must be caused by or related to water being present in or escaping from the Canal while stormwater is present in the Canal

Liability

- Liability Reserve shall not be used to defend a party against Losses caused by the willful or malicious misconduct of such party
- No claim for contribution or indemnification may be made against the other party until the Reserve has been exhausted
- Maximum amount for any one claim is \$25,000.
Maximum amount paid during a 12-month period is \$40,000

Cleaning

- Inspections of canal twice each year in the latter part of October and prior to April
- Inspections will determine the following:
 - Debris or sand removal
 - Weed control
 - Repair and other maintenance work
 - Which work will be performed by which party

